

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF TEXAS

In Re: TEXAS Guaranty Investments

Case No. 86-11040

Debtor(s).

§  
§  
§

United States District Court  
Southern District of Texas  
FILED

JUL 07 2011

Application for Payment of Unclaimed Funds  
and Certificate of Service

David J. Bradley, Clerk of Court

1. I am making application to receive \$ 974.00, which was deposited as unclaimed funds on behalf of JOANN and Jesse Ballard  
(name of original creditor/debtor).

2. Applicant is entitled to receive the requested funds, has made sufficient inquiry and has no knowledge that any other party may be entitled to, and is not aware of any dispute regarding the funds at issued based upon the following (check the statement(s) that apply):

- ☐ a. Applicant is the creditor/debtor named in paragraph 1, and the owner of the funds appearing on the records of this Court, as evidenced by the attached documents.
- ☒ b. Applicant is the attorney in fact for the creditor/debtor named in paragraph 1, with authority to receive such funds, or who is authorized by the attached original Power of Attorney to file this application on behalf of the creditor/debtor.
- ☐ c. Applicant is the assignee or successor-in-interest of the creditor/debtor named in paragraph 1, or the representative of the assignee or successor-in-interest, as evidenced by the attached documents establishing chain of ownership and/or assignment.
- ☐ d. Applicant is a duly authorized corporate officer (if a corporation) or a general partner (if a partnership) and a representative of the creditor/debtor named in paragraph 1.
- ☐ e. Applicant is the representative of the estate of the deceased creditor/debtor named in paragraph 1, as evidenced by the attached certified copies of death certificate and other appropriate probate documents substantiating applicant's right to act on behalf of the decedent's estate.
- ☐ f. None of the above apply. As evidenced by the attached documents, applicant is entitled to these unclaimed funds because:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. I understand that pursuant to 18 U.S.C. § 152, I could be fined no more than \$5,000, or imprisoned not more than five years, or both, if I have knowingly and fraudulently made any false statements in this document or accompanying supporting documents. I further understand that any indications of fraud detected by the Court will be turned over to the U.S. Attorney for possible prosecution.
4. I declare under penalty of perjury under the laws of the United States of America that the foregoing statements and information are true and correct.

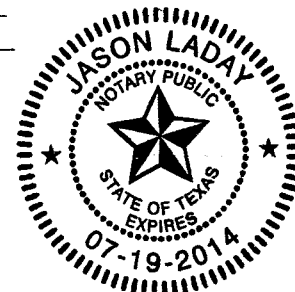
Dated: 7/7/11

Applicant's Signature [Signature]  
Applicant's Name Linda McLean - Temple Services  
Address 723 Main St, Ste 703  
Houston, TX 77002  
Phone: (713) 230-8557

Subscribed and sworn before me this 7 day of July 2011.

[Signature]  
Notary Public  
State of TEXAS  
My commission expires 7/19/2014

Attachments: 1. DL  
2. Death Certificate  
3. \_\_\_\_\_  
4. \_\_\_\_\_



**Certificate of Service**

I certify that on 7/7/11 (date), a true and correct copy of this application for payment of unclaimed funds was served by first class United States Mail on the following:

U.S. Attorney  
P.O. Box 61129  
Houston, TX 77208

U.S. Trustee  
515 Rusk Ave., Ste. 3516  
Houston, TX 77002

Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

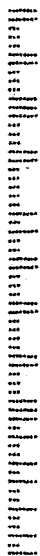
David & Andi Heath  
4707 Prairie Dunes Dr  
Austin TX 78747-1474

AUSTIN TX 78747  
30 JUN 2011 PM 4 L



Jennifer Weel  
723 Main Street, Ste 703  
Houston, TX 77002  
Attn: Linda McLean

77002+3211



**AGREEMENT FOR INVESTIGATION AND RECOVERY OF UNCLAIMED FUNDS**

This agreement is made and entered into this 30<sup>th</sup> day of JUNE, 2011, by and between, **JOANN and JESSE BALLARD** (the "Claimant") and **Tempie Services**, (the "Locator") for the investigation, perfection and recovery of certain unclaimed funds or assets as further specified below.

WHEREAS the Locator has located unclaimed funds totaling \$ 974.00 to which the Claimant may have title and interest (the "Claim") and;

WHEREAS the Claimant seeks to retain the services of the Locator to further investigate, establish, perfect and recover the Claim on behalf of the Claimant;

NOW THEREFORE, upon consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. **EXCLUSIVE AGENCY** – The Claimant hereby appoints the Locator as its exclusive agent for the investigation, perfection and recovery of the Claim. The Claimant acknowledges that the Locator has located the Claim and agrees that it will not, at any time, knowingly circumvent or attempt to circumvent the Locator with respect to the perfection and recovery of the claim. The claimant agrees that it will not knowingly and intentionally assign the Claim to any other locator service for recovery. The locator and the Claimant acknowledge and agree that in the event that the Claimant inadvertently assigns the Claim to more than the one individual or entity for recovery, the earliest assignment in time will be deemed valid and enforceable.

2. **SERVICES** The Locator and the Claimant agrees to use its best efforts to provide the following confidential services under this agreement:

- (a) Administration and perfection of the Claim on behalf of the Claimant; and
- (b) Recovery of the Claim and remittance to the Claimant pursuant to Paragraph Five (5) below
- (c) The Claimant agrees to provide the necessary documents in order to process the claim in a timely matter - (within a wk but less than 30 days)
- (d) If the Claimant hinders the Locator from collecting on a claim after the 3<sup>rd</sup> Party Agrees to Pay the Claim – the Claimant is responsible for paying the processing fee within 30 days of finding out the whereabouts of the claim
- (e) The claimant agrees to provide proof if a debt has been sold to another party; if proof is not shown the claimant is responsible for paying the processing fee.

3. **COSTS** The Locator agrees to pay all reasonable and customary costs incurred in performance of the services described herein, including but not limited to any legal fees incurred in connection with recovery of the Claim under no circumstances will the Claimant be responsible for any fees or costs incurred in connection with recovery of the Claim.

✓ 4. **LIMITED POWER OF ATTORNEY** The Claimant hereby grants to the Locator a limited power of attorney, if necessary, to execute documents which may require the Signature of the Claimant to secure or perfect the Claim. This power shall include by way of illustration, and not limitation, the execution of any negotiable instruments, checks or drafts and receipts therefore, only in relation to the Claim stated herein. This Agreement shall be limited to recovery of that amount specifically identified herein as the Claim and shall not be construed as a continuing Agreement.

5. **COMPENSATION** In consideration of the services provided by the Locator on behalf of the Claimant, as set forth in Paragraph Two (2), the Claimant agrees to pay the Locator a Processing Fee a sum equal to one third of all funds or assets recovered on behalf of the Claimant in connection with the Locator shall not, under any circumstances, be entitled to any compensation unless and until the unclaimed funds or assets are recovered. Upon receipt of the amount of the Claim, the Locator will deduct its fee and remit the balance to the claimant.

6. **INDEMNITY** If the Claimant suffers any liabilities as a result of the Locator's actions, the Locator shall indemnify the Claimant for such liabilities and shall hold the Claimant harmless.

7. **TERMINATION** This Agreement and the Locator's authority hereunder shall terminate automatically and become null and void upon the Claimant's receipt of the Claim, less the negotiated fee.

**Please Sign in Notary's Presence**

Claimant/Successor Claimant:

Print Name: Jesse L BALLARD Email: andihatch@yahoo.com Locator: TEMPIE SERVICES

Signature: Jesse L Ballard Date/Tel: 6-30-11 512292 BY: \_\_\_\_\_

Print Name: \_\_\_\_\_ Email: 1474 \_\_\_\_\_ Linda McLean

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: Case Manager

Dated: \_\_\_\_\_ / \_\_\_\_\_ /2011

STATE OF TEXAS COUNTY OF TRAVIS

I am a Notary Public for said County and State and do certify that Jesse L Ballard personally appeared before me this day and I have witnessed this individuals signature on this foregoing Agreement for Investigation and Recovery of Unclaimed Funds document.

Witness my hand and official seal this the 30<sup>th</sup> day of JUNE, 2011.

Robert F Dehm  
Notary Public

My Commission Expires: 2/16/2015

